

STATE OF GEORGIA

**CONSULTING AGREEMENT**

THIS AGREEMENT (hereinafter referred to as the "Agreement") made by and between the Board of Regents of the University System of Georgia by and on behalf of Fort Valley State University (hereinafter referred to as "the University"), and \_\_\_\_\_ whose principal place of business is located at \_\_\_\_\_ (hereinafter referred to as "Consultant").

WHEREAS, the Consultant desires to provide consulting services to the University as described herein,

NOW, THEREFORE in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Services.** Consultant agrees to perform for the University the services set forth in the Statement of Work section of Exhibit A which is attached hereto and hereby incorporated by reference. Such services are hereinafter referred to as the "Services." No other services shall be performed unless this Agreement is amended in writing and signed by both parties.
2. **Payment.** The University shall pay Consultant an amount not to exceed \$ \_\_\_\_\_ for Services in accordance with the Payment Schedule contained in Exhibit A within thirty (30) days after receipt of Consultant's invoice provided that the Services invoiced for have been accepted by the University as hereinafter provided.
3. **Independent Contractor.**
  - a. Consultant is an independent contractor and shall not be deemed to be an employee of the University. The University is hereby contracting with Consultant for the Services, and Consultant reserves the right to determine the method, manner and means by which the Services will be performed.
  - b. Neither party has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in a writing signed by both parties. Consultant will pay all taxes lawfully imposed upon it with respect to the Services or this Agreement, including but not limited to all federal and state unemployment taxes, FICA and income taxes.
4. **Term.** The term of this Agreement shall be as set forth in Exhibit A attached hereto.
5. **Acceptance of Services.** Consultant shall provide written notification of completion of services to the University. The University shall have thirty (30) days from the date of receipt of the notice of completion to provide Consultant with written notification of acceptance or rejection due to unsatisfactory performance. Consultant shall, as quickly as is practicable, correct at its expense all deficiencies caused by Consultant, its employees, agents, contractors or subcontractors.

6. **Termination.** Either party may terminate this agreement without cause with thirty (30) days written notice to the other party.
7. **Assignment.** Consultant shall not assign or subcontract the whole or any part of this Agreement without the University's prior written consent.
8. **Waiver.** The waiver by the University of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in a properly signed writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.
9. **Applicable Law.** This Agreement shall be governed by the laws of the State of Georgia.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter. This Agreement may be amended, but only upon advance mutual written agreement by the parties.
11. **Georgia Security and Immigration Compliance Act.** Consultant certifies that it has complied, and will comply, with the Georgia Security and Compliance Act (O.C.G.A. § 13-10-90 et seq.). Consultant agrees to sign and comply with Exhibit C, Georgia Security and Immigration Compliance Affidavit, if applicable.

IN WITNESS WHEREOF the parties have executed this Agreement on the date last written below.

AGREED TO BY:

THE BOARD OF REGENTS OF THE  
UNIVERSITY SYSTEM OF GEORGIA  
BY AND ON BEHALF OF  
FORT VALLEY STATE UNIVERSITY

CONSULTANT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized Contracting Employee/VPBF

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

FEI/SS#: \_\_\_\_\_

Date:

Date: \_\_\_\_\_

**\*\*\*Contracting Department/Employee Please complete this form along with the FVSU Contract Routing Form**

Exhibit A

I. Statement of Work

The Consultant agrees to provide the following consulting services to the University: (Must specifically detail the work to be done.)

II. Payment Schedule

The University agrees to pay the Consultant for the satisfactory performance of the work detailed herein the total sum of \_\_\_\_\_ to be paid as follows:

III. Term

The term of this Agreement shall commence on \_\_\_\_\_  
\_\_\_\_\_ and terminate on \_\_\_\_\_, unless otherwise terminated in accordance with other provisions of this Agreement. Further, this Agreement is renewable upon the advance written agreement of the Parties

**EXHIBIT B**  
Purchasing Department

Substitute Form W-9 - Taxpayer Identification Number and Certification

**No payment will be released until this form is completed and returned.**

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you. If you do not provide us with this information, your payments may be subject to federal income tax backup withholding. Use this form only if you are a **U.S. person** (including U.S. Resident alien).

❖ PLEASE PRINT OR TYPE

\_\_\_\_\_  
Name

\_\_\_\_\_  
Business name, if different from above

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code Contact name

Phone: (\_\_\_\_) - \_\_\_\_\_ Fax: (\_\_\_\_) - \_\_\_\_\_

**Part II Taxpayer Identification Number (TIN)**

LEGAL STATUS: Check (1) only.

- |   |   |
|---|---|
| <input type="checkbox"/> Individual/Sole proprietor     | <input type="checkbox"/> Trust or Estate                                      |
| <input type="checkbox"/> Corporation                    | <input type="checkbox"/> Government Entity                                    |
| <input type="checkbox"/> Partnership                    | <input type="checkbox"/> Educational  |
| <input type="checkbox"/> Other _____                    | <input type="checkbox"/> Tax-Exempt or Not-for-Profit (section 501 (C) 3) IRC |
| <input type="checkbox"/> Exempt from backup withholding |   |

Employer Identification Number (EIN): \_\_\_\_\_ - \_\_\_\_\_

Social Security Number (SSN): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
(For Individuals and Sole Proprietorship)

Legal Name of Entity that appears on your Federal Tax Return (This should correspond with the EIN or SSN provided above)

**Part III Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Print Name Date

**GEORGIA SECURITY AND IMMIGRATION AFFIDAVIT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with **Fort Valley State University** has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with (name of public employer), contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01- .08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

**Fort Valley State University**  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Print Name and Title of Authorized Officer or Agent

**SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_**

\_\_\_\_\_  
**Notary Public**  
**My Commission Expires:** \_\_\_\_\_